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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4006 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Executive Summary

1. The following information provides an overview of the U.S. Army Tank-automotive and Armaments Command's solicitation to acquire a 15 light armored vehicles using current commercial practices. The Government requires five (5) light armored Ford Expeditions, five (5) light armored Ford F-150 Super Crew pick-up trucks, and five (5) light armored Ford based vans or shuttle busses to meet an urgent Southern Command (SOUTHCOM) force protection requirement. Offerors may submit multiple proposals as described below. The Government reserves the right in its own best interest to make up to three awards resulting from this solicitation in any of the following manners:

- a. One award for all 15 vehicles: five (5) light armored Ford Expeditions, five (5) light armored Ford F-150 Super Crew pick-up trucks, and five (5) light armored Ford-based vans or shuttle busses;
- b. Three separate awards for five vehicles for each configurations; or
- c. One award for ten vehicles for two of the configurations and a second award for five vehicles for the third configuration only;

2. This is an urgent acquisition of this requirement is authorized pursuant to 10 U.S.C. 2304(c)(2) as implemented by FAR 6.302-2, "Unusual and Compelling urgency."

3. Acquisition Strategy

The Government will use formal source selection procedures to select that offeror(s) whose proposal represents the Best Value to the Government. Offerors may submit more than one proposal, but each offer must be a complete, stand-alone proposal. Offerors' initial proposals must be comprehensive, fully responsive to the information requested in the solicitation, and reflect the offerors' best prices.

4. Evaluation/Selection

The source selection process shall include a Source Selection Evaluation Board (SSEB), established by the government which will evaluate all proposals submitted. The SSEB will present their findings to a Source Selection Authority (SSA) for final decision. Following an in-depth review of the information and data presented, the SSA will select for contract awards the source(s) whose proposal offers the best value to the Government when evaluated in accordance with the evaluation criteria set forth in Section K of the solicitation.

Offerors are urged to review carefully cost, schedule and performance requirements of this solicitation. Particular attention is drawn

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to Section K, which instructs the offeror how to present its proposal, and which sets forth the award criteria in its relative order of importance and the basis for contractor(s) selection.

5. UNUSUAL OR KEY FEATURES

Cost/Schedule

Funding and the amounts of time the government has to field these vehicles are two major constraints. The Acquisition Schedule is extremely condensed. All vehicles must be received in country in Colombia within 90 days after date of the award of the contract(s). The contractor will be required to deliver the vehicles FOB Point airfield in Colombia. The contractor is responsible for all taxes, imports duties, and paperwork necessary to deliver the vehicles in Colombia. The ability of the offeror to meet his proposed delivery schedules will be assessed in the evaluation of the proposals.

Price

The government has approximately \$1,800,000 to fund the acquisition of the vehicles and approximately \$200,000 to fund all of the transportation costs. High proposed price may be considered unaffordable and will be assessed a higher risk rating. Notice: All of the funds are not currently available to award the requirements. We expect to receive all funds by 30 JUNE 2001.

Technical

The scope of work lists those minimum essential capabilities necessary to meet military operational needs. Offerors MUST propose to supply the required performance levels. Offerors may propose to supply capabilities in excess of the required performance levels. The government has listed desired capabilities in the scope of work. The Government will evaluate any offered desired characteristics. All desired characteristics below are bounded in the scope of work, except for additional warranty coverage.

Notice:

TACOM has hired a contractor to assist in the evaluation of proposals. See instructions on page46, paragraph K-19.

*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	5	EA	\$ _____	\$ _____
	<p>NSN: 2320-01-237-8185 NOUN: ARMORED FORD PICK UP FSCM: 19207 PART NR: ACVCMA1375 SECURITY CLASS: Unclassified PRON: W114B901EH PRON AMD: 02 AMS CD: 512071 CUSTOMER ORDER NO: MIPRIE21T60054 Noun: Ford F-150 Super crew pickup trucks with four wheel drive and 139 inch wheel base. Vehicle configuration is set forth in the scope of work of this contract. Vehicles must be new and model model year 2000 or 2001.</p> <p>US ARMY REGISTRATIONS NUMBERS ASSIGNED ARE AS FOLLOWS: CT4694-CT4698</p> <p>Offerors are required to transport by air the completed vehicles to Colombia. The cost of transportation shall not be included in this unit price. It shall be proposed separately under CLIN 0007AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W90H0F10577002 Y00000 M 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. SHIP TO: Bogata Colombia Name: Eldorado Intl IATA: BOG ICAO: SKBO Latitude: 4 degrees 42'N Longitude: 74 degrees 8'W Elevation: 8361</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<u>Supplies or Services and Prices/Costs</u> <u>DATA ITEM</u> SECURITY CLASS: Unclassified				
0002AA	<u>ARMOR KIT MAINTENANCE GUIDE</u> SECURITY CLASS: Unclassified Noun: Armor Kit Maintenance Guide as set forth in section I scope of work and the DD1423 attached. Two copies of the Armor Kit Maintenance Guide, one in English and one in Spanish, are due per vehicle; placed in glove box. Reference Contractor Data Requirement List, DA1423 A001 attached. The copy (in english) of the standard Ford Operator's manual shall be placed in the glove box. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	5	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-239-1788 NOUN: ARMORED FORD EXPEDITION, 4X4 FSCM: 19207 PART NR: ACVCMA1374 SECURITY CLASS: Unclassified PRON: W114B903EH PRON AMD: 03 AMS CD: 512071 CUSTOMER ORDER NO: MIPR1E21T60054 Noun: Ford Expeditions with four-wheel drive and eight passenger seating. Vehicle configuration is set forth in the scope of work of this contract. Vehicles must be new and model year 2001 or 2000 or 1999. US ARMY REGISTRATIONS NUMBERS ASSIGNED ARE AS FOLLOWS: CT4684-CT4688 Offerors are required to transport by air the completed vehicles to Colombia. The cost of transportation shall not be included in this unit price. It shall be proposed separately under CLIN 0007AB. <div>(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<u>Supplies or Services and Prices/Costs</u>				
0005AA	<u>PRODUCTION QUANTITY</u> NSN: 2320-01-237-8167 NOUN: ARMORED FORD VAN OR BUS FSCM: 19207 PART NR: ACVCMA1369 SECURITY CLASS: Unclassified PRON: W114B902EH PRON AMD: 02 AMS CD: 512071 CUSTOMER ORDER NO: MIPR1E21T60054 Noun: Ford based Vans or shuttle buses with fifteen passenger seating. Vehicle configuration is set forth in the scope of work of this contract. Vehicles must be new and model year 2001 or 2000 or 1999. US ARMY REGISTRATIONS NUMBERS ASSIGNED ARE AS FOLLOWS: CT4689-CT4693 Offerors are required to transport by air the completed vehicles to Columbia. The cost of transportation shall not be included in this unit price. It shall be proposed separately under CLIN 0007AC. <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W90H0F10577001 Y00000 M 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 5 UNDEFINITIZED FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. SHIP TO: Bogata Columbia Name: Eldorado Intl IATA: BOG ICAO: SKBO Bogota, Colombia Latitude: 4 degrees 42'N Longitude: 74 degrees 8'W Elevation: 8361 <div style="text-align: center;">(End of narrative F001)</div>	5	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<u>Supplies or Services and Prices/Costs</u>				
0007AA	<u>TRANSPORTATION OF F150 PICK-UP TRUCKS</u> SECURITY CLASS: Unclassified Offerors are required to propose a unit price to transport EACH of the completed Ford Super crew F-150 pick-up vehicles awarded under CLIN 0001AA to Colombia. Name: Eldorado Intl IATA: BOG ICAO: SKBO Bogota, Colombia Latitude: 4 degrees 42'N Longitude: 74 8'W Elevation: 8361 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u>		EA		\$ _____
0007AB	<u>TRANSPORTATION OF EXPEDITIONS</u> SECURITY CLASS: Unclassified Offerors are required to propose a unit price to transport EACH of the completed armored Ford Expeditions vehicles awarded under CLIN 0003AA to Colombia. Name: Eldorado Intl IATA: BOG ICAO: SKBO Bogota, Colombia Latitude: 4 degrees 42'N Longitude: 74 8'W Elevation: 8361 (End of narrative B001) <u>Deliveries or Performance</u>		EA		\$ _____
0007AC	<u>TRANSPORTATION OF VANS</u> SECURITY CLASS: Unclassified Offerors are required to propose a unit price to transport EACH of the completed Ford based Van or shuttle bus awarded under CLIN 0005AA to Colombia. Name: Eldorado Intl IATA: BOG ICAO: SKBO Bogota, Colombia Latitude: 4 degrees 42'N Longitude: 74 8'W Elevation: 8361		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</div> <div><u>Deliveries or Performance</u></div>				

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984

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CONTRACT CLAUSES

Section I

*** END OF NARRATIVE I 002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
3	52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	OCT/1995
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
5	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
6	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	FEB/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☒ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246)
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).
- ☒ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

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- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
 (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

8	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2000
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(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of lay of Executive orders applicable to acquisitions of commercial items or components.

- XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
 XX 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

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(b) See section K for submitting CONTRACTOR'S PROPOSED SCHEDULE:

[End of Clause]

10 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MAR/2001

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget

(OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for

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this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

11 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the

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Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

[End of Clause]

12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
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At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

13	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC COMMERCE	MAY/2000
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

- Warren: http://contracting.tacom.army.mil/awards_official.htm
- Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
- Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
- Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
- Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

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[End of Clause]

14 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
 (TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

15 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
 (TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

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(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

16 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
 (TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

17 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
 (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

Name of Offeror or Contractor:

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

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--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

18	52.247-4004	MARKING REQUIREMENTS FOR EXPORT SHIPMENT	FEB/1998
	(TACOM)		

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

I 19 reserved
I 20 Scope of Work

a. This is a contract for purchase and armoring to a minimum AK-47 (7.62mm x 39mm ball PS MS1943) rifle protection, using current commercial practices, of five (5) Ford F-150 Crew Cab short bed pick up trucks, five (5) Ford Expeditions, and five Ford-based vans or shuttle buses with seating capacity for 15 passengers. The contractor will modify the contractor-furnished commercial vehicle(s) to the armor level described below to meet the performance requirements of this Statement of Work.

Requirements applicable to each specific Vehicles type.
Contractor will be required to furnish vehicles configured as follows:

- b. Contractor will be required to furnish five (5) new, model year 2001 or 2000, Ford F-150 Super crew pickup trucks with four-wheel drive and 139 inch wheel base. Vehicle configuration must include the following:
- 5.4L EFI V8 engine with electronic four-speed automatic transmission.
 - 3.73 limited slip rear axle is desired; 3.55 limited slip rear axle is required
 - Air conditioning.
 - Tinted glass equal to the darkest tint offered by Ford
 - Tailgate lock.
 - Heavy-duty suspension (upgraded front and rear springs, heavy-duty shock absorbers).
 - Trailer towing package.
 - Heavy-duty electrical / cooling group.
 - Power windows and locks.
 - Any colors except Reds, Yellows, Oranges or neon colors.
 - Metric Speedometer
 - Tempered Aluminum / Polycarbonate tonneau cover with lockout mechanism for all pick up trucks. We require a system like Retrax or an equivalent.

- c. Contractor will be required to furnish five (5) new, model year 2001, 2000 or 1999, Ford Expeditions or Lincoln Navigators, with four-wheel drive and eight passenger seating. Vehicle configuration must include the following:
- 5.4L EFI V8 engine with electronic four-speed automatic transmission.
 - 3.73 limited slip rear axle is desired; highest rear axle ratio available is required.
 - Tinted glass equal to the darkest tint offered by Ford
 - Front and rear air conditioning
 - Heavy-duty suspension (upgraded front and rear springs, heavy-duty shock absorbers).
 - Trailer towing package.
 - Heavy-duty electrical / cooling group.
 - Power windows and locks.
 - Any colors except Reds, Yellows, Oranges or neon colors.
 - Metric Speedometer

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d. Contractor will be required to furnish five Five (5) new, model year 2001, 2000 or 1999 Ford based Vans or shuttle bus with fifteen passenger seating. Window configuration is unimportant, but rear air conditioning is required. Vehicles must include the following options:

1. 6.8L EFI V10 engine with electronic four-speed automatic transmission.
2. 3.73 limited slip rear axle is desired; highest rear axle ratio available is required
3. Tinted glass equal to the darkest tint offered by Ford
4. High-capacity front and rear air conditioning.
5. Heavy-duty auxiliary battery.
6. Heavy-duty suspension (upgraded front and rear springs, heavy-duty shock absorbers).
7. Trailer towing package.
8. Heavy-duty electrical / cooling group.
9. Power windows and locks.
10. Any colors except Reds, Yellows, Oranges or neon colors.
11. Metric Speedometer

e. Requirements applicable to all 15 vehicles:
The price of the armored vehicle includes installation of opaque and transparent armor for the entire crew compartment of the vehicle with virtually no ballistic gaps. The armor package must provide COMPLETE protection for the vehicle's interior passenger compartment area (100%), INCLUDING the roof, floor, door and window seams and firewall areas. The armored vehicle price also includes:

1. Operable Front Windows (left and right), 4 to 6 inch opening. Power windows shall operate smoothly and have positive window and motor stops at the fully open and closed positions.
2. Explosion-proof/self sealing fuel tank.
3. Ballistic protection for the battery or a contractor-provided gel style battery.
4. Ballistic protection for the vehicle management system (engine computer) if located outside of passenger compartment.
5. Interior/exterior intercom system.
6. Anti-theft kill switch incorporated in a government chosen location.
7. Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arm's reach of driver and clearly labeled. When disabled a red warning light will illuminate to warn the operator.
8. Tailpipe screen/protection and a locking gas cap.
9. Installation of second protected battery (backup) or gel cell battery, with primary-secondary switch accessible to the vehicle operator.
10. Child protection locks on all passenger doors shall be disabled.
11. Airlift tie-down brackets
12. Car jack, for changing tires, must accommodate the weight of the vehicle, after armoring.
13. Exterior door locks. The door locks will be hardened to prevent thieves from drilling through the lock mechanism or the vendor can propose a second or backup system to defeat a thief's attempt to break into the vehicle.
14. Ram Bumper on the front.
15. Armor Kit Maintenance Guide in English and Spanish (see I 23).
16. Run-Flat Tires. The vehicles will require run-flat tires with a run-flat spare.

Required: A Composite Run-Flat (CRF) made by Hutchinson or a like equivalent with on-off road tires at the appropriate load range.

Desired: A two piece aluminum wheel with a rubber run-flat incorporating a bead locking design. A Hutchinson VFI Run-Flat or it's equivalent would suffice. Again, you would be expected to furnish on-off road tires with the appropriate load range.

- f. Warranty
1. All vehicles armored under this agreement shall carry a 1-year warranty on parts, labor, and workmanship on ballistic glass, and a 3-year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. The cost of the warranty is INCLUDED in the price of the completed vehicle. TACOM requires the armorer to provide warrantee coverage in the country of Colombia, at no out-of-pocket cost to the Government i.e. parts, labor, shipment and travel.
 2. Contractor is expected to assign any remaining Ford warranty protection. Additional warranty coverage is subject to negotiations see section K 25.
 3. The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for protection package, and each specified optional feature, and make any / all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.

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- a. Ballistic Performance.
1. The required armor protection package, other than Floor, for all transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943, with maximum/minimum velocities of 2400/2300 (fps) measured at ten feet from target impact at zero degree obliquity. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle of a coupon. The Floor Armor need only defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943 at ten feet from target impact at 30 degrees obliquity using the test procedure below.

2. The desired armor protection package, other than Floor, for all transparent and opaque armor will defeat three rounds each of rifle 7.62mm by 51mm Ball M80, with maximum/minimum velocities of 2850/2750 (fps) at ten feet from target impact at zero degree obliquity. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle of a coupon. The Floor Armor need only defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943 at ten feet from target impact at 30 degrees obliquity using the test procedure below.

3. The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-95, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. The vendor will be required to insure that each lot of materials, used in the vehicles, is certified for ballistic conformance.
- b. Vehicle Performance and Configuration Requirements
1. The threat ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the crew compartment, and construction/design shall minimize the creation and impact of secondary projectiles.

2. The vehicle must be within the acceptable safety standards as defined by Federal Motor Vehicle Safety Standards (FMVSS), (49 CFR Ch. V).

3. Payload capacity, after armoring, shall, at a minimum, accommodate the OEM number of adult passengers times 250 pounds. We realize this exceeds FMVSS standards, but we require this capability to carry personal gear. Specifically, vehicles are required to shall have an after-armoring payload capacity of not less than that listed below. We desire the after-armoring payload capacity of than that listed below.

Group	Number of passengers	After-Armoring Payload Capacity (pounds)	
		Desired	Required
Vans	15	3,750	3,000
Expeditions	8	2,000	1,600
Super crews	6	1,500	1,200

4. A significant portion of the vehicles' mileage will be on secondary roads. The installation and fastening of the armor kit must be capable of withstanding the shock and vibration of secondary roads.

5. The suspension system, attachment points and related infrastructure components shall be modified to meet after armoring mass and payload of the vehicle.
- c. Vehicle Performance and Configuration Design Objectives
1. Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:

(a) the automotive functionality (e.g., acceleration, braking, handling, etc.), and

(b) appearance of the base vehicle (interior and exterior),

is maintained as close as possible to OEM characteristics. Specific vehicle acceleration, braking, and cornering at after armoring mass weight on dry surface should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting, and sound systems shall be minimized and such systems shall perform as intended. Transparent armor will be dark tint; comparable to the darkest offered by the OEM glass.

2. Performance Design Objectives.

(a) Acceleration: Desired: 0 to 60 mph in under 14 seconds.
Required: 0 to 60 mph in under 19 seconds

(b) Top speed: Desired speed: 90 mph.
Required Minimum speed: 80 mph.

(c) Suspension and Handling. Handling with a lateral G force of .65 or greater. Drive Train and couplings (attachment points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.

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Name of Offeror or Contractor:

- (d) Braking. Below is expected braking distance for each vehicle class:
- (1) Van Group: Desired: from 60 mph to full stop in less than 170 feet.
Required: from 60 mph to full stop in less than 185 feet.
 - (2) Expeditions: Desired: from 60 mph to full stop in less than 165 feet.
Required: from 60 mph to full stop in less than 185 feet.
 - (3) Super crews: Desired: from 60 mph to full stop in less than 165 feet.
Required: from 60 mph to full stop in less than 185 feet.

(e) Brake system shall accommodate after armoring mass of vehicle and be of such design as to ensure against failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria above without a payload except for an operator weighing approximately 200 lbs.

I 22 Performance Verification

a. Quality Assurance

1. The contractor shall have a quality assurance system that as a minimum, documents inspection status and assures verifiable consistency in the level of quality of work performed. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The contractor shall perform the inspections and document the VIR. However, the Government shall exercise independent judgement in deciding whether a completed vehicle so presented is acceptable or not, based on the performance requirements of this Section I. The VIR (completed and satisfactory) is the contractor's indication or statement that the vehicle is ready for acceptance, and not a mandate that the vehicle MUST be accepted.

2. The contractor will make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects to the government. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab. The contractor shall retain all such records for a period not to exceed three years following contract expiration.

3. The government will test acceleration, handling and braking performance using a Vericom VC2000PC.

b. Inspection of Work In-Progress.

The Government reserves the right to inspect work in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues per I 21 above, and any suspected aspects of vehicle vulnerability.

The contractor will recommend an appropriate time frame for this activity to the PCO and ACO, giving at least three (3) weeks advance notice (to allow for travel arrangements).

c. The Government reserves the right to conduct process inspections. The Government will coordinate the inspection time frame with the Contractor, providing appropriate advance notice and internal coordination. Any inspection conducted by the Government under this section shall be in addition to any other contractually required inspections and shall not prejudice any of the Government's rights under this agreement.

I 23 Data Requirements

a. The Armor Kit Maintenance Guide, described immediately below, or a commercial equivalent, will be jointly reviewed by the parties, in final draft format, at a mutually agreeable time prior to final delivery. Once finalized, two copies, one in English and one in Spanish, are due per vehicle; placed in glove box. The vehicle will not be accepted until the Armor Kit Maintenance Guide has been accepted. Reference Contractor Data Requirement List, DA1423 ELIN A001 attached.

b. Armor Kit Maintenance Guide. This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and any special care instructions necessary for proper maintenance of the modified/replaced vehicle sub-systems. The maintenance guide shall include a listing, by manufacturer's part number and supplier, of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. (This may include, but not be limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, brake maintenance, and structural inspection.) The maintenance guide shall state all warranty coverage applicable to the deliverable vehicle.

c. The standard Ford Operator's manual, in English, shall be delivered in the vehicle glove box.

I 24 Notification of Delay in Delivery

In the event of an actual or anticipated delay in delivery, the contractor shall notify the Contracting Officer as soon as possible of the cause, expected duration and recommended course of action. TACOM reserves the right to designate the relative priority of each

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vehicle ordered under this Contract, in addition to any other rights it already has under this contract.

I 25 Other Requirements

(a) (Marking & Safety) The Contractor shall provide vehicle identification, safety and warning labels in accordance with Attachment 3, entitled, "Data Plates, Passenger Limits, Airbag Warning Labels and Glass Warning Labels." The contractor shall also affix/include other safety and operation labels normally provided to its other customers.

(b) Removed Parts. Removed Parts are those parts removed from vehicles which won't be later re-installed on a deliverable vehicle. Removed Parts include scrap, and broken/non-functional items (e.g., air bags, tires/wheels, in-door speakers, OEM nuts, bolts, mounting brackets/plates, regulators, motors, misc. wiring, etc.) Removed Parts need not be accounted for and may be disposed of upon their removal. Title to all Removed Parts shall pass to the Contractor.

*** END OF NARRATIVE I 001 ***

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

SECTION K

*** END OF NARRATIVE K 001 ***			
Regulatory Cite	Title		Date
1 52.232-4002 (TACOM)	EVALUATION OF CONTRACT FINANCING TERMS--COMMERCIAL ITEM ACQUISITION		OCT/1996

(a) For purposes of this provision, the following definitions apply (see FAR 32.202-2 for more information):

(1) Delivery payment means payment for completed supplies or services that we have accepted.

(2) Commercial financing refers to advance or interim payments, which are made prior to delivery of supplies or performance of services per this contract.

(b) TACOM will use the following evaluation factors to adjust offers received that either do or do not propose commercial financing terms (per FAR 52.232-31, located elsewhere in this solicitation).

(c) Offers that do not specify commercial financing terms that will apply to any resulting award will be read as proposing only delivery payment, and no other form of financing. We will not adjust such offers in any way per this provision, but will evaluate them at the offered price, subject only to other evaluation adjustments specified in this solicitation, if any.

(d) If we receive any offers that propose commercial financing terms, but do not provide all the information required by paragraph (d) of FAR 52.232-31, we will treat them as offers based only on delivery payments, and no other form of financing. Such offers will be evaluated per paragraph (c) of this provision.

(e) If the successful offer was evaluated per paragraph (c) of this provision, any award to that offeror will be based only on delivery payment, and will not provide any commercial financing.

(f) Offers we receive that (i) propose commercial financing, and (ii) fully comply with FAR 52.232-31, will be adjusted upward for evaluation purposes, to reflect the cost of making payments early when commercial financing terms apply. This upward adjustment will--

(1) Be calculated by multiplying the amount of each proposed financing payment by the annual interest rate of -1-, and then multiplying the result by the number of years, or fractions of years, between the date of that financing payment and the date when the amount would have been paid as a delivery payment. This same calculation will be applied to all proposed financing payments, with the sum of the results being added to the offered price for evaluation purposes.

(2) Be calculated using the delivery dates specified in the Schedule of this acquisition, with respect to when invoices would be submitted if delivery payments applied.

(g) Sample calculation. To illustrate how we calculate the evaluation factor described in paragraph (f) immediately above, the following example assumes these facts:

Annual interest rate: 6.5%

Face value of proposal: \$5 million

Delivery due: 24 months after contract award

Three advance payments, each totaling \$1 million, to be made, one every six months starting six months after contract award.

Calculation of the evaluation factor that TACOM would add to the proposal, given these facts:

	Amount of Adjustment
First Advance Payment	
\$1,000,000 * (.065) * (1.5)	\$97,500
Second Advance Payment	
\$1,000,000 * (.065) * (1.0)	\$65,000
Third Advance Payment	
\$1,000,000 * (.065) * (0.5)	\$32,500
TOTAL EVALUATION ADJUSTMENT:	\$195,000

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(Added to proposed price
for evaluation purposes only)

2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

3 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS OCT/2000

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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Name of Offeror or Contractor:

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

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(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsmilie (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697_2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process

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of penalties.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is a least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(B) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

() TIN:_____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other, State basis. _____

(2) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity:

() Sole proprietorship

() Partnership

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

() Offeror is not owned or controlled by a common parent:

() Name and TIN of common parent:

Name_____

TIN_____

(C) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Island, or the District of Columbia. Check all that apply.

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- (1) Small business concern. The offeror represents as part of its offer that it
- () is,
- () is not
- a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is ____ is not a ____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, is not a service-disabled veteran-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern. The offeror represents that it
- () is,
- () is not,
- a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it

() is,

() is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million
____ 101 - 250	____ \$2,000,001 - \$3.5 million
____ 251 - 500	____ \$3,500,001 - \$5 million
____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million
____ Over 1,000	____ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It () is,

() is not

certified by the Small Business Administration as a small disadvantaged business concern

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and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has,

() has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(D) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It

() has,

() has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It

() has,

() has not,

filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(E) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(F) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that

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Name of Offeror or Contractor:

the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. [List as necessary.]

(2) LINE ITEM NO.:
COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.

(Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph

(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program'': [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements.''

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

[(H)1,2,3 Language removed]

(I) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

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(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, (J) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

5 52.232-31 INVITATION TO PROPOSE FINANCING TERMS OCT/1995

(a) The offeror is invited to propose terms under which the Government shall make contract financing payments during contract performance. The financing terms proposed by the offeror shall be a factor in the evaluation of the offeror's proposal. The financing terms of the successful offeror and the clause, TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS, at 52.232-29, shall be incorporated in any resulting contract.

(b) The offeror agrees that in the event of any conflict between the terms proposed by the offeror and the terms in the clause at 52.232-29, TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS, the terms of the clause at 52.232-29 shall govern.

(c) Because of statutory limitations (10 U.S.C. 2307(f) and 41 U.S.C. 255(f)), the offeror's proposed financing shall not be acceptable if it does not conform to the following limitations:

(1) Delivery payments shall be made only for supplies delivered and accepted, or services rendered and accepted in accordance with the payments terms of this contract;

(2) Contract financing payments shall not exceed 15 percent of the contract price in advance of any performance of work under the contract;

(3) The terms and conditions of the contract financing must be appropriate or customary in the commercial marketplace; and

(4) The terms and conditions of the contract financing must be in the best interests of the United States.

(d) The offeror's proposal of financing terms shall include the following:

(1) The proposed contractual language describing the contract financing (see FAR 32.202-2 for appropriate definitions of types of payments); and

(2) A listing of the earliest date and greatest amount at which each contract financing payment may be payable and the amount of each delivery payment. Any resulting contract shall provide that no contract financing payment shall be made at any earlier date or in a greater amount than shown in the offeror's listing.

(e) The offeror's proposed prices and financing terms shall be evaluated to determine the cost to the United States of the proposal using the interest rate and delivery schedule specified elsewhere in this solicitation.

(End of provision)

6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.

As used in this clause--

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Name of Offeror or Contractor:

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

7 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

(end of clause)

8 52.212-4851 ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS MAR/2001
(TACOM)

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Name of Offeror or Contractor:

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

- (i) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified on the solicitation cover sheet (Government Standard Form 1449), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(a) 100 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition." Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language on the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-810-574-7788. Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip*-disk AND e-mail.

3. Commercial product literature in support of technical proposals shall be provided in electronic format in accordance with the format guidelines above. If this literature is unavailable in electronic format, the offeror shall provide a brief description of it in his offer, and shall retain this hard copy literature for possible later review by the Contracting Officer.

4. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items." listed elsewhere in this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

5. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified on the SF 1449 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

6. Electronic offers must include, as a minimum:

(a) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either

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faxed or scanned. If faxed to the TACOM Network Fax Server (1-810-574-7788), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, provision entitled : Inspection Point: Origin, TACOM clause 52.246-4028, filled in (if applicable). All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) Any other information required by the solicitation.

7. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

8. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

*Registered trademark

(end of provision)

9 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

(End of provision)

10 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

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(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/amc/cc/protest.html>

(end of clause)

11 52.246-4037 COMMERCIAL WARRANTY INFORMATION OCT/1996
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit

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a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
---------------------	-------------------

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?

() Yes

() No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

K-12 Proposal Preparation Instructions and Content

a. The proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. The electronic proposal shall be used for the purpose of determining late proposal submissions. All proposals shall be in U.S. dollars. In preparing proposals, the offeror shall cross-reference their response within each section of the proposal to the pertinent evaluation criteria in Section K instructions 12 through 19. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section K Instructions 12 through 19.

b. The offeror's proposal/offer as required by this section shall be evaluated as set forth in Section K paragraph 20 through 27 of this solicitation.

c. The proposal shall be submitted in six separate volumes/electronic folders. The volumes/electronic proposals shall be clearly labeled as:

<u>VOLUME NUMBER</u>	<u>CONTENTS</u>	<u>NUMBER OF COPIES</u>
Volume I	Certification/Representations	1 Electronic/1 paper copy
Volume II	Schedule Area Proposal	1 Electronic/1 paper copy
Volume III	Technical Area Proposal	1 Electronic/1 paper copy
Volume IV	Price Area Proposal	1 Electronic/1 paper copy
Volume V	Past Performance Area Proposal	1 Electronic/1 paper copy
Volume VI	Small Business Participation Area Proposal	1 Electronic/1 paper copy

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d. In addition to the electronic proposal, one paper copy of each separate volume shall be sent to the Bid Opening Office identified in Block 9 of SF 1449, clearly labeled and in a separate binder. The paper hard copy shall be identical to the electronic proposal submission. Each page shall be in the appropriate volume/folder and be numbered. An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted on videotape or in other file formats or media. However, specific formats and media of supporting data should be checked with the Government, Ms. Laura Artz, before submission to insure compatibility.

e. Submission of Magnetic Media. The electronic versions of Volumes II, IV, V and VI shall utilize the Windows 6.0/95 (or higher) version of Microsoft Word or compatible software. The electronic version of Volume IV (Price Area Proposal) shall use Microsoft Excel (Version 5 or higher) or comparable software, such as Lotus 1-2-3 on 3.5" floppy disks, zip file, CD-ROM or a combination. All volumes shall be on separate disks/CDs and appropriately labeled, numbered and cross-referenced to the hard copy proposal.

f. Definitions
Required Capabilities: The capabilities that are designated in the scope of work as "required" are minimum capabilities that are mandatory.

Desired Capabilities: The capabilities that are designated in the scope of work as "desired" are not mandatory capabilities. You are allowed to propose to provide incremental additional capabilities in excess of the minimum capability. The Government will evaluate incremental additional capabilities.

Achieving OEM performance after armor: Vehicle characteristics to be maintained as close to OEM characteristics as possible.

g. The Government's delivery schedule objective is to have all 15 vehicles delivered in 50 days after the date of the award(s). The Government will only consider awarding the vehicles in sets of five for each vehicle group. Offerors are allowed to submit proposals for 5, 10 or 15 vehicles. Offerors are allowed to submit offers in up to seven proposal variations:

1. 5 vehicles: Ford F-150 Crew Cab pick up trucks only
2. 5 vehicles: Ford Expeditions only
3. 5 vehicles: Ford-based vans or shuttle buses only
4. 10 vehicles: Ford F-150 Crew Cab pick up trucks and Ford Expeditions only
5. 10 vehicles: Ford F-150 Crew Cab pick up trucks and Ford-based vans or shuttle buses only
6. 10 vehicles: Ford Expeditions and Ford-based vans or shuttle buses only
7. All 15 vehicles: Ford F-150 Crew Cab pick up trucks and Ford Expeditions and Ford-based vans or shuttle buses only

h. You have seven possible proposal variations listed above. With consideration of all of the possible proposal we want you to give us your "best" proposal based on the evaluation criteria established in section K paragraph 20 through 27 of this RFP. This proposal must at a minimum meet all required capabilities for each of the proposed vehicle types, and offer the total quantity for one or more of the vehicle types. If you wish you may provide alternative proposal(s) to this RFP, and for purposes of proposal preparation, the offeror's proposal shall be structured utilizing a "baseline proposal" which will be your "best" proposal. You are instructed to submit a second Proposal CLEARLY MARKED AS ALTERNATE PROPOSAL that only addresses any changes to the baseline proposal that you are offering as alternates. In addition to any change in the other five proposal volumes, the alternate proposal shall identify each of the alternate capabilities that you are offering in the Technical Area. You shall explain what you are proposing for each alternate capability in terms of how it differs from the baseline vehicle capability. You must clearly state how your materials, approach, methods, features, schedule and price differ between the baseline vehicle and the desired capability that you are offering. Describe your rationale for materials selection for each level of protection, and describe your fastening methodology for armor protection for each level of protection. The Government will evaluate each configuration based upon the differences from the baseline vehicle, as identified by the offeror.

For example, if submitting all 7 proposal variations, your submission for proposal variation number 7 may reflect a baseline proposal and, on an individual proposal variation basis for the other 6 proposal variations, the offeror would identify any proposal revisions, to the proposal variation 7 baseline, as applicable to variations 1-6 in each of the 5 Evaluation Areas (Schedule, Technical, Price, Past Performance, Small Business Participation).

K-13 VOLUME I - CERTIFICATIONS/REPRESENTATIONS (1 Electronic/1 Paper copy) In this volume offerors will provide:

- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Include completed fill-ins of SF 1449 blocks 17, 17b, 30, 30b and 30c.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. A list of any exceptions the offeror takes to any term, condition or requirement contained in the solicitation and the basis for each exception.

Criteria:

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K-14 Volume II Schedule Area: (1 Electronic/1 Paper copy)

a. The Schedule Area will be assessed at the Area level only. There are no Elements or Factors under the Schedule Area.

b. This RFP includes no required delivery schedule. As a result, for contract formation purposes, the schedule included in the final proposal revision under this negotiated acquisition, will become the operative contractual delivery schedule, for each offeror, in the event of the award of a contract. For evaluation purposes only, the RFP includes an objective delivery schedule. This objective delivery schedule seeks to achieve armored vehicle inspection, acceptance and delivery, to the FOB Destination point, within 50 days of the date of the contract award. Offeror will be evaluated, as prescribed in Section K paragraphs 20 through 27, relative to how well their Schedule Area proposals credibly achieve this objective schedule.

c. Within the Schedule Area volume, the offeror shall identify its proposed delivery schedule(s), stated in terms of days after date of a contract award. The Delivery schedule objective is to have all 15 vehicles delivered in 50 days after the date of the award. The Government will only consider awarding the vehicles in sets of five for each vehicle group. Offerors are allowed to submit proposals on 5, 10 or 15 vehicles. Offerors are allowed to submit a delivery schedule for each of the different vehicle combinations that the offeror is proposing to supply:

1. Supply 5 vehicles: Ford F-150 Crew Cab pick up trucks only
2. Supply 5 vehicles: Ford Expeditions only
3. Supply 5 vehicles: Ford-based vans or shuttle buses only
4. Supply 10 vehicles: Ford F-150 Crew Cab pick up trucks and Ford Expeditions only
5. Supply 10 vehicles: Ford F-150 Crew Cab pick up trucks and Ford-based vans or shuttle buses only
6. Supply 10 vehicles: Ford Expeditions and Ford-based vans or shuttle buses only
7. Supply 15 vehicles: Ford F-150 Crew Cab pick up trucks and Ford Expeditions and Ford-based vans or shuttle buses only

The offeror's proposed delivery schedule, following evaluation by the Government, will be included in the offeror's final proposal revision. In support of the proposed delivery schedule, the offeror shall provide supporting information to substantiate the achievability of the proposed delivery schedule.

d. Production Considerations

1. In a straightforward manner as possible, describe your production schedule for the vehicle type(s) that you are offering. If you are proposing both protection levels (required and desired) provide schedule milestones for each level.

2. Specifically, provide a Time Phased Critical Path of essential events necessary to ensure delivery of vehicles conforming to the offeror's proposed technical approach and the Purchase Description requirements. The offeror's time phased critical path and substantiating information shall include the following:

- (a) Identify all Long Lead-Time Items (LLTI) and scheduled issuance of Purchase orders for such LLTI. LLTI are defined as both (a) any items with over 14 days lead time and (b) regardless of the length of lead time, LLTI items include the base vehicle, windshield and proposed armor package.
- (b) Receipt of LLTI Material (also include substantiating information, from each LLTI vendor, confirming availability of the respective LLTI items within the lead times proposed by the offeror).
- (c) Assembly time
- (d) Paint
- (e) Testing
- (f) Final preparation for shipment, acceptance, and transportation to FOB Point.

3. Include a GANTT chart (MS Project 2000 preferred), and highlight lead-time(s) applicable to LLTI supplier components. Also, identify time line for preparation of shipping documents, carrier coordination, and final Government acceptance. Assume a contract award on day one. Include one day for Government testing of the first vehicle of each type. Highlight any other assumptions you make. Show or explain your calculation of Long Lead-Time Items (LLTI) and Production Lead-Time (PLT) and final deliveries under the scenarios.

4. Final Preparation, Acceptance and Delivery to the FOB Point. The offeror shall provide specific documentation substantiating plans for, and method of delivery to, the FOB site. Include any specific agreements/commitments from carriers to validate the achievability of the proposed delivery milestone. Address Customs clearance requirements and arrangements.

K-15 Volume III Technical Area (1 Electronic/1 Paper copy)

a. The Technical Area consists of three elements: Element 1- Ford F-150 Crew Cab short bed pick up trucks; Element 2- Ford Expeditions; and Element 3- Ford-based vans or shuttle buses with seating capacity for 15 passengers. Each of these three elements has the identical three factors. The three factors are: Factor 1 - Armoring Design/Technical Approach, and Factor 2-Vehicle Performance and Integration Considerations and Factor 3-Experience. The three Elements are of equal importance. Under each Element Factor 1 is the

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most important, and is more important than Factor 2 and Factor 3. Factor 2 and Factor 3 are of equal importance.

For each of the three technical elements, provide the following Factor information:

1. Factor 1 - Armoring Design/Technical Approach. PROTECTION APPROACH TO THE BALLISTIC THREATS

(a) Fully explain your Design/Technical Approach to vehicle armor protection for each of the proposed vehicle types. Address ONLY the ballistic material performance features of the vehicle, as set forth in paragraph I21a., and the ballistic construction design requirements per paragraph I21b. and c. The description shall clearly identify the level and completeness of protection in the 360 degree horizontal plane plus roof, floor, window and door seams, and firewall including protected gas tank, engine computer, battery and operable front windows.

(b) Use Level 1 drawings for clarity, depicting each of the following views: top, side, bottom, pillar post, firewall, rear and door (detail, including hinge) for each proposed model. Describe in sufficient detail your proposed approach to meet Ballistic Performance requirements for the armor protection levels required and/or desired, as set forth in paragraph I21a., and ballistic construction design requirements per paragraph I21b., of the Contract. Identify all armor gaps throughout the vehicle and substantiate, for each gap, that the gap conforms to Statement of Work requirement (See section I paragraph 21b.1.,) addressing armor gaps. Specifically address the location and size of the gap and what you have done to minimize the gap?s effect on ballistic protection.

(c) Identify the manufacturer/supplier for all armoring materials proposed. Provide sample certifications of the ballistic certification for all armoring materials proposed. Tell us your certification process including schedule milestones for obtaining ballistic certifications. (See requirement I21a. which specifies armor certification for all proposed armor types.) Offerors proposing armor types which are not certified on the date of RFP closing will be ineligible for award of any supplies involving an uncertified armor type).

2. Factor 2-Vehicle Performance and Integration Considerations

(a) RESULTING IMPACTS TO THE VEHICLE AND USERS, GIVEN THE DESIGN/TECHNICAL APPROACH PROPOSED.

(1) Address the relationship of your materials selection and fastening methodology to the Vehicle Performance and Configuration issues as set forth in paragraphs I 21 b. and I 21 c. of the Contract. Fully explain how automotive functionality and anything else impacted by the armor design, interior and exterior appearance, and environmental features are retained as close to OEM characteristics as possible. At a minimum, your proposal should address the areas listed below.

- i What upgrades are you proposing to the suspension system, attachment points and related infrastructure?
- ii How will you achieve balanced structural loads?
- iii How are you modifying the vehicle to achieve the required/desired after armoring :
 - acceleration,
 - top speed,
 - braking,
 - cornering
- iv What drive train, couplings, and related infrastructure component modifications are you proposing.
- v How does your design address the shock and vibration of secondary roads to ensure that the armor does not come loose, break/crack or rattle or squeak.
- vi Describe any modifications proposed to enhance Safety (e.g., suspension, brakes). Address other safety-related features including seat and seatbelt attachments, and the overall effect on the center of gravity.
- vii Explain or provide a sample of applicable vehicle safety certifications or analysis.

(2) Show your armor weight analysis and derive the impacts to payload capacity. Provide a matrix for each proposal vehicle type listing/subparagraph (i) the after armoring curb weight in pounds, and (ii) the after armoring payload capacity in pounds.

(3) Address your approach and placement/performance assumptions regarding the ballistic and non-ballistic vehicle features specified in section I20. Specifically address the proposed vehicle configuration, the rear axle ratio, and all other sub-paragraphs using the matrix format (MS Excel preferred) at Appendix A.

(4) Identify whether the offered vehicles are built for export or are "Grey market" vehicles. If you are offering "Grey market" vehicles (vehicles not built for export), specifically identify the necessary modifications you will make to the base vehicle to bring it to a level equivalent to an export built vehicle for Colombia.

(b) Quality.

NOTE THAT your response to this paragraph should stress general applicability to any vehicle model, unless otherwise noted.

(1) Briefly, introduce how you will ensure delivery of a quality vehicle that meets contract requirements. Then, as part of this Factor, you MUST propose a specific individual Vehicle Inspection Record (VIR) that you intend to use and apply to this effort. The VIR must include a comprehensive Final Inspection, fit, finish and automotive performance checklist. Your VIR may be incorporated

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by reference into the resulting contract. A sample VIR format of the minimum required inspection characteristics is provided at appendix B. Finally, if not already addressed in your VIR, any other pre-production, interim, assembly and quality control oriented items you consider important should be described next.

(2) Address your training and certification procedures for ensuring that personnel assigned as welders are qualified in armor steel welding techniques. Specifically address whether your welders are certified under American Weldment Society (AWS) Standard D 1.1 Structural Welding Code Steel.

(3) Address in general the ballistic certification process, and in particular, your process/procedures for ensuring optical quality of the transparent armor. Describe how you test the transparent armor for optical clarity and what standard(s) is used to determine acceptable/unacceptable clarity and distortion. Summarize your design process capability to adapt the vehicle models. Give examples of how you adapted to, or overcame difficult or unexpected situations involving vehicle configurations.

(4) Address your included warranty in conjunction with paragraph I20f. Specifically address your, or the manufacturer's or vendor's warranty on transparent armor. Describe how you would redress a valid warranty claim on transparent or opaque armor, for vehicles located in Colombia. Describe for each vehicle type the Ford warranty that is available and being assigned. Describe any additional warranty coverage that you are proposing.

3. Factor 3 - Experience:

(a) The offeror shall discuss its prior experience, as performed within three years of the date of this RFP, in the armoring of vehicles. The offeror shall identify prior experience involving the design and installation of armor of similar vehicles. Regarding prior experience, the offeror shall provide the following:

- (1) Contract Number
- (2) Contract Performance Period
- (3) Total quantity of armored commercial vehicles produced under the listed contracts.
- (4) Average Rate per month of Delivery, and maximum rate delivered in a single month
- (5) Government or Commercial contracting activity and the name, telephone number and e-mail address of the Procuring Contracting Officer (or equivalent for a Commercial contract).

(6) Provide an estimate of your current annual production capacity (in units per year), and specify the number of armored vehicle units produced for all customers during the past 12 months. Address your ability to handle the surge production activity for the vehicles you are proposing in conjunction with your existing workload.

(7) Identify the manufacturing/production facilities including locations, space and any unique equipment where you intend to perform the work on this contract.

(8) Describe the relevance of the design, development, and installation experience to the offeror's proposed Technical Approach. Include a description of the extent that the vehicles provided under the prior contract, meet the performance requirements of the contract.

(b) If you have no, or limited prior experience, but have key personnel who do have meaningful experience in the performance of recent/relevant contracts/subcontracts with a previous employer, such experience may be considered under this evaluation. In this regard, and in addition to providing the information in paragraph (a)(1-8) above, identify the roles and responsibilities to be played by key personnel in the offeror's proposed performance approach, and describe the extent to which this proposed role is similar to prior roles/responsibilities with a previous employer.

(c) The offeror shall also discuss its prior experience in obtaining certification for ballistic performance verification tests conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-95, Standard Test Method for Security Glazing Material and Systems. State what experience you have with freight forwarders and deliveries to this specific destination.

K-16 Volume IV Price Area: (1 Electronic/1 Paper copy)

- a. There are no Elements under this Area.
- b. The Price Area shall include the prices for all CLINs set forth in Section B of this RFP. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars.
- c. In support of the reasonableness of the proposed price for each CLIN, provide data/information showing recent pricing of like or similar items as sold to other customers. Also, provide, for each CLIN, pricing support information for essential material components including the basic vehicle, armor, power train (if not in the basic vehicle price) and suspension (If not in the basic vehicle price).
- d. The government has approximately \$1,600,000 to fund the award of the fifteen armored vehicles and \$200,000 to pay all

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transportation expenses. Separately price the transportation of the completed vehicles to Colombia under CLIN 0007 of your offer.

e. The above information is intended to establish the reasonableness and the affordability of the offerors' proposed price.

K-17 Volume V Past Performance Area: The Past Performance Area has no Elements.

a. Offerors' shall provide the following information:

1. Provide information for your recent, relevant contracts, and those of your proposed major or critical subcontractors, including Federal, State and local government and private industry contracts. Recent contracts are those with any performance-taking place approximately within three (3) years previous to the date of solicitation issuance. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Commercial contracts may be included. Each past contract does not have to meet all of the requirements below to be considered relevant, but we are especially interested in the following information on contracts that you submit in accordance with this Area:

Application of armor plate to commercial automobiles/trucks

2. Provide the following for each prior Contract identified by the offeror as being recent/relevant to the instant effort:

- (a) Identify in specific detail why or how you consider the historical contract effort to be relevant or similar to the approach you propose to meet the requirements of this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.
- (b) Identify your (and any partners' or significant subcontractors') CAGE and DUNS number.
- (c) Government or commercial contracting activity technical representative, address, telephone number, facsimile number and Email address.
- (d) If a U.S. Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, telephone number, facsimile number and Email address. If not a U.S. Government contract, the equivalent information for foreign Government or commercial contracts.
- (e) Contract Number.
- (f) Contract Type.
- (g) Award Price.
- (h) Production Quantities and rate of production.
- (i) Overall dates of contract performance.
- (j) Identification of Customer.
- (k) Final, or projected final, Price.
- (l) Original contract delivery schedule requirements.
- (m) Final, or projected final requirements.
- (n) For any proposed contracts that did not or do not meet the original contract requirements with regard to cost, schedule or technical performance, provide a detailed explanation of the reasons for such shortcomings and any demonstrated corrective actions taken to fix the problem and avoid reoccurrence.
- (o) Provide a brief narrative explanation that describes the objectives achieved to date on each contract. If it is a U.S. Government contract, the offeror shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action taken by the offeror or partner or significant subcontractor.

b. Cancellations or Terminations.

Identify any recent contracts (in the last 3 years) which have been terminated or cancelled for any reason, in whole or in part, to include those currently in the process of termination and those not similar to the proposed effort. Include prime contracts, and any contracts under which you were a subcontractor. Provide the information requested above for any of these contracts. If there were no terminations or cancellations, please state that. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

c. Corporate Entities.

If any contract was performed by a corporate entity or division other than the corporate entity or division that would perform the work under this solicitation, please identify them and indicate to what extent those entities will perform work under this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities or equipment, from those expected to perform this effort.

d. Key Personnel.

If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts with a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these essential personnel, their roles and responsibilities for their previous employer and their roles and responsibilities as planned for the current solicitation requirement.

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e. Also, provide similar information to that identified in Section K 17 paragraphs a.2.(a) through a.2.(o) above, for the recent, relevant contracts of the predecessor company.

f. Predecessor Company.
Likewise, if you or a significant subcontractor have relevant and recent performance history only as part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information identified in Section K 17 paragraphs a.2.(a) through a.2.(o) above and the Paragraphs addressing "Cancellations or Terminations" and "Corporate Entities", for those recent, relevant contracts of that predecessor company.

g. We may use data you provide and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offerors. We may assign a higher risk rating to your proposal, or reject your proposal if it does not contain the information requested.

K-18 Volume VI Small Business Participation Area: (1 Electronic/1 Paper copy)

The Small Business Participation Area will be assessed at the Area level only. There are no Elements or Factors under the Small Business Participation Area.

a. Offerors are to identify the extent to which small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) and HUBZone Small Businesses (HUBZone SBs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, SDB, WOSB, HBCU/MI or HUBZone SB is to be identified, and will be considered in evaluating small business participation.

b. The offeror is to address the following factors in detail.

1. All offerors are to provide:
 - (a) the names of SBs, SDBs, WOSBs, HBCU/MIs and HUBZone SBs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;
 - (b) a description of the offeror's performance, over the past five calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

2. Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses, which have never held a contract incorporating 52-219.9, shall so state.

K-19 Authorization for Third Party Evaluation

(a) Offerors are hereby notified that the Government has utilized two non-Government contractor employees in the preparation of this RFP. It is the Government's intention to have two (2) non-Government participants to advise the Source Selection Evaluation Board on Proposals, in the Technical and Schedule Areas. Both non-Government advisors work for Premier Professional Systems, Inc., 38700 Van Dyke Ave Suite 201 Sterling Heights MI 48312. Contact Mr. Paul Funk at telephone 810-264-8856.

(b) Both the individual evaluators and their organization will be required to execute Conflict of Interest and Non-disclosure certifications. The evaluators will be restricted to reviewing only those portions of the proposal where their expertise is required. Also, the non-Government evaluators will provide input to the Government, in their areas of expertise, but shall not determine the ratings of offerors.

(c) You are required to negotiate a separate agreement with Premier Professional Systems, Inc which allows them access to your proposal and any proprietary information. You must provide a copy of this agreement as part of your proposal.

K-20 EVALUATION AREAS FOR AWARD PROPOSALS AND DISCUSSIONS: The Government intends to make an award(s) under this RFP with discussions. No information regarding proposals received will be furnished prior to completion of evaluation, discussion, and award of the contract.
The Government plans to award up to three contracts for the Armored Vehicles subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to

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obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Price Area) against the evaluated price to the Government. As part of the tradeoff determination, the relative advantages and/or disadvantages of each proposal shall be considered in selecting the proposal(s) that represent the best overall value to the Government.

K-21 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD TACOM 52.209-4011

- a. We will award contract(s) to the offeror(s) that;
 - 1. submit proposals that represent the best value to the Government;
 - 2. propose to meet all the material requirements of this solicitation;
 - 3. submit proposals that are affordable; and
 - 4. meet all the responsibility criteria at FAR 9.104.
- b. To make sure that you meet the responsibility criteria at FAR 9.104, we may;
 - 1. arrange a visit to your plant and perform a necessary pre-award survey or
 - 2. ask you to provide financial, technical, production, or managerial background information.
- c. If you don't provide us with the data we ask for within 4 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible.
- d. If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for our team to review.

K-22 SOURCE SELECTION PROCESS AND BASIS FOR AWARD:

- a. The award of up to three contracts for Armored Vehicles shall be made to the offeror(s) whose proposal(s) represent the best overall value to the Government. Specifically, and upon evaluation of proposals as specified in Section K paragraph 20 through 27 herein, the Government reserves the right to make up to three awards, as a result of this solicitation, in any of the following manners:
 - 1. One award to a single offeror for all 3 armored vehicle types (i.e. five (5) light armored Ford Expeditions; five (5) light armored F-150 Super Crew pick-up trucks; and five (5) light armored Ford based Vans or shuttle buses.
 - 2. Three separate awards, with one award for the five (5) light armored Ford Expeditions; one award for the five (5) light armored for F-150 Super Crew pick-up trucks; and one award for the five (5) light armored Ford based Vans or shuttle buses.
 - 3. Two separate awards, with one award including the ten vehicles from two of the three vehicle types, and one award for the 5 vehicles from the third vehicle type.
 - 4. Award of only one or two vehicle types (as either one award or two separate awards), but not the remaining vehicle type(s).
 - 5. No award in the event the Government concludes no offer satisfies the RFP requirements or objectives (including affordability).
- b. The evaluation will be conducted on five evaluation areas (Schedule, Technical, Price, Past Performance, and Small Business Participation). The relative order of importance of the five Areas is detailed below in paragraph K 23. The basis for award determination will be made utilizing source selection trade-off procedures to select the best single proposal, or combination of proposals which, based on the evaluation criteria, represent the best overall value to the Government, including affordability, and offer the most advantageous approach, or approaches, for achieving overall program goals and objectives. The primary program goal and objective of the Armored Vehicle acquisition is to receive delivery of Armored Vehicles as quickly as possible, and that those Armored Vehicles (1) Provide levels of armor protection to secure vehicle and crew, and (2) offer after-armor vehicle functionality, and (3) be reasonably and realistically priced, as well as affordable.
- c. Evaluation Guidance/Process:
 - 1. Selection of the successful offeror(s) shall be made following an assessment of each proposal against the solicitation requirements and the criteria below. The criteria contained herein shall be used to evaluate and assess the information provided by the offerors in response to the information called for in Section K of the RFP.
 - 2. Any proposal which is unrealistic in terms of non-price Areas proposal commitments or in the Price Area, will be judged either as exhibiting a lack of competence or failure to comprehend the Government's requirements and may be so evaluated and rated, or rejected for such reasons. Furthermore, any significant inconsistency between proposed Schedule, Technical and Small Business Participation Area performance, and the Price Area, if unexplained, may be grounds for rejection of the proposal due to an offeror's misunderstanding of the work required or an inability to perform any resultant contract. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.
 - 3. The Price Area and non-Price Areas of each proposal will be evaluated. However, the closer the offerors' evaluations are in

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the non-Price Areas, the more significant the Area of Price becomes in the decision. Notwithstanding the fact that the Price Area is not the most important consideration, it may be controlling when:

- (a) two or more proposals are otherwise considered equal;
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the cost premium.

4. Proposal Risks. Proposal Risks are those risks associated with an offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Schedule Area, Technical Area, Price Area, and a portion of the Small Business Participation Area.

5. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offeror's record of past and current performance. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB) in the Past Performance Area and in a portion of the Small Business Participation Area.

6. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who will satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$100,000 per performance period or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each offeror's proposal and ensure that a selected contractor is responsible. The SSEB will consider the results of any such Pre-Award Surveys in the selection decision. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

7. Rejection of Offers: The Government may reject any proposal which:

- (a) Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section K of this solicitation; or
- (b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- (c) Contains any unexplained significant inconsistency between the proposed effort and Price, which implies the offeror has
 - (1) an inherent misunderstanding of the scope of work, or
 - (2) an inability to perform the resultant contract; or
- (d) Is unbalanced as to proposed CLIN prices. An unbalanced offer is one which is based on individual CLIN prices which are inexplicably high or low,
- (e) Fails to meaningfully respond to the Proposal Preparation Instructions specified in this solicitation, or
- (f) Fails to include, with the initial proposal submission on the date of RFP closing, sample armor certifications using the specified ASTM procedure for all proposed armor packages. Any proposal for a vehicle type submitted without armor certifications for all proposed armor for that vehicle type (not the others) WILL BE REJECTED WITHOUT FURTHER EVALUATION AND SUCH A PROPOSAL WILL NOT BE FURTHER CONSIDERED FOR AWARD. Offerors proposing armor types which are not certified on the date of RFP closing will be ineligible for award of any supplies involving an uncertified armor type.

8. Evaluation Process: Proposals submitted in response to this solicitation will be evaluated by Government Subject Matter Experts. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Area. The Government reserves the right to reject offers, in accordance with K 22 c.7. above, without evaluation.

K-23 Evaluation Criteria

- a. Evaluation Areas: The five Evaluations Areas are:
 - 1. Schedule
 - 2. Technical
 - 3. Price
 - 4. Past Performance
 - 5. Small Business Participation
- b. The Schedule Area and the Technical Area are of equal importance and each is individually more important than the Price Area. The Price Area is more important than the Past Performance Area. The Past Performance Area is more important than the Small Business

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Participation Area. Additionally, as required to be defined by FAR 15.304(e), the non-Price Areas, when combined, are significantly more important than the Area of Price.

K-24 Evaluation of Schedule Area:

a. The Schedule Area will be evaluated based on the merit of the proposed delivery schedule and the proposal risk probability that the offeror's proposed delivery schedule will be achieved. The delivery schedule objective for this acquisition seeks delivery of armored vehicles, to the FOB point, by 50 Days After Contract (DAC). This schedule is an objective, however, and proposals offering delivery beyond 50 days will continue to be eligible for award. Ultimately, within the Schedule Area, the Government is seeking the most attractive delivery schedule for each of the 15 armored vehicles solicited hereunder.

b. The Schedule Area proposals, as submitted by offerors, are required to include a proposed delivery schedule for each vehicle proposed by the offeror (up to 15 total vehicles). The Government's evaluation of these Schedule Area proposals will assess the extent to which the offeror's proposed schedule for each offered vehicle credibly approaches the schedule objective. Schedule Area proposals that credibly achieve the schedule objective of 50 DAC, will be evaluated very favorably. Proposed delivery schedules which offer individual vehicle deliveries beyond 50 days will be evaluated as progressively less advantageous, on a day for day slip basis, the further each individual vehicle delivery moves out beyond 50 DAC. However, proposals, which credibly offer delivery of vehicles within approximately 51-75 days, will continue to be evaluated favorably. Proposals that credibly offer delivery of vehicles within approximately 76-90 DAC will be evaluated neither favorably or unfavorably. Proposals which credibly offer vehicle deliveries beyond 90 DAC will be evaluated as progressively more unfavorable the further each individual vehicle delivery moves out beyond 90 DAC.

K-25 Evaluation of Technical Area.

The Technical Area consists of three elements: Element 1- Ford F-150 Crew Cab short bed pick up trucks; Element 2- Ford Expeditions; and Element 3- Ford-based vans or shuttle buses with seating capacity for 15 passengers. Each of these three elements has the identical three factors. The three factors are: Factor 1 - Armoring Design/Technical Approach, and Factor 2-Vehicle Performance and Integration Considerations and Factor 3-Experience. The three Elements are of equal importance. Factor 1 is more important than Both Factor 2 or Factor 3. Factor 2 and Factor 3 are of equal importance.

a. The Government will evaluate any offered desired characteristics under Factors 1 and 2. Explanation of Evaluation of Desired Characteristics: The government will take into account the extent to which the offeror proposes to meet the desired characteristic, the relative importance of the desired characteristic, and the risk of the offeror not being able to meet what he has proposed. The desired characteristic evaluations will be reflected in the rating for the element under which the desired characteristic falls.

1. Extent: For desired characteristics, credit may be given for proposed performance above the minimum level up to the desired level of performance. For proposed performance between the required level of performance and the desired level of performance, a proportional credit may be given. Any credit for desired characteristics will be reflected in the rating of the element under which the desired characteristic falls. All desired characteristics below are bounded in the scope of work, except for additional warranty coverage.

Element: Pickup trucks

Factor	Characteristic	Required	Desired
Armoring Design/Technical	Ballistic Performance	rifle 7.62mm by 39mm Ball PS M1943	rifle 7.62mm by 51mm Ball M80
Performance & Integration	Limited slip rear axle ratio	3.55	3.73
Performance & Integration	Run Flat Tires	Composite Run-Flat	Hutchinson VFI Run-Flat
Performance & Integration	Warranty	Minimum coverage	Additional Coverage
Performance & Integration	After-Armoring Payload Capacity	1,200 pounds	1,500 pounds
Performance & Integration	Acceleration 0 to 60 mph	under 19 seconds	under 14 seconds
Performance & Integration	Top speed	80 mph	90 mph
Performance & Integration	Braking 60 mph to full stop	less than 185 feet	less than 165 feet

Element: Ford Expeditions or Lincoln Navigators

Factor	Characteristic	Required	Desired
Armoring Design/Technical	Ballistic Performance	rifle 7.62mm by 39mm Ball PS M1943	rifle 7.62mm by 51mm Ball M80
Performance & Integration	Limited slip rear axle ratio	Highest ratio available	3.73
Performance & Integration	Run Flat Tires	Composite Run-Flat	Hutchinson VFI Run-Flat
Performance & Integration	Warranty	Minimum coverage	Additional Coverage
Performance & Integration	After-Armoring Payload Capacity	1,600 pounds	2,000 pounds
Performance & Integration	Acceleration 0 to 60 mph	under 19 seconds	under 14 seconds
Performance & Integration	Top speed	80 mph	90 mph
Performance & Integration	Braking 60 mph to full stop	less than 185 feet	less than 165 feet

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Element: Vans or shuttle bus with fifteen passenger seating

Factor	Characteristic	Required	Desired
Armoring Design/Technical	Ballistic Performance	rifle 7.62mm by 39mm Ball PS M1943	rifle 7.62mm by 51mm Ball M80
Performance & Integration	limited slip rear axle ratio	Highest ratio available	3.73
Performance & Integration	Run Flat Tires	Composite Run-Flat	Hutchinson VFI Run-Flat
Performance & Integration	Warranty	Minimum coverage	Additional Coverage
Performance & Integration	After-Armoring Payload Capacity	3,000 pounds	3,7500 pounds
Performance & Integration	Acceleration 0 to 60 mph	under 19 seconds	under 14 seconds
Performance & Integration	Top speed	80 mph	90 mph
Performance & Integration	Braking 60 mph to full stop	less than 185 feet	less than 170 feet

No credit will be given for exceeding the desired performance listed in the chart above, (or the required performance where no desired is specified) except to the extent that capabilities beyond those performance levels may reduce risk in meeting the specified level. For example, if an offeror proposes to provide a vehicle, which can handle a lateral G force of .75, and no desired level is specified, he will be evaluated only on the requirement of a lateral G force of .65. However, his recognized ability to handle a lateral G force of .75 may reduce the perception of the risk of meeting the .65 requirement, which could result in a lower risk rating for the particular element under which the characteristic falls.

2. Risk: The government will assess the risk of the offeror not being able to meet the desired characteristic he has proposed. This, along with the extent to which the characteristic is proposed, will be reflected in the risk rating for the element under which the characteristic falls.

3. If an offeror is awarded a contract, all of his proposed desired characteristics will be incorporated into the contract as requirements to the extent that they were proposed.

b. Factor 1 - Armoring Design/Technical Approach.

1. The offeror's Armored Design/Technical Approach factor proposal will be evaluated to assess (a) the extent of ballistic, non-ballistic and automotive design feature protection which is offered to meet the requirements (required and desired) of RFP paragraph I.21, as well as (b) the credibility of the offeror's approach to achieve the proposed levels of protection.

2. The level of armor protection evaluation will also include an assessment of the extent of proposed armor gaps and the credibility of offeror's proposed approach to meet the requirements of RFP paragraph I.21. Relative to the armor gap requirement, proposals will be evaluated as follows:

Very favorable: The level of armor protection will be considered very favorable where (a) the offeror credibly proposes to achieve or exceed the desired level of armor protection, (b) the ballistic floor protection credibly achieves a meaningful level of protection at or beyond the requirement in paragraph I 21 a. 2., and (c) the after armoring payload capacity meets the desired level requirement in paragraph I 21 b.3.

Favorable: The level of armor protection will be considered favorable where (a) the offeror credibly proposes to achieve the desired level of armor protection required in I 21 a.2., (b) the ballistic floor protection credibly achieves the level of protection required in I 21 a.2., and (c) the after armoring payload capacity meets the desired level in paragraph I 21 b.3.

Neither favorable nor unfavorable: The level of armor protection will be considered neither favorable nor unfavorable where the offeror credibly proposes to achieve the required level of armor protection per I 21 a.1., the ballistic floor protection credibly achieves the level of protection required in I 21 a.1., and the after armoring payload capacity meets the required level in I 21 b.3. Alternatively, the offeror indicates that payload capacity will not be met but the capacity offered has limited impact to the user.

3. The Armoring Design/Technical Area assessment will further evaluate the proposal risk probability of the offeror meeting the RFP requirement for armor gaps (See Section I, paragraph 21b.1). Proposals will be evaluated as follows:

Very favorable: - Door overlaps are sufficient to prevent splash on the door seams, firewall design covers entire firewall with armor of an adequate thickness to defeat the M80 ball at muzzle velocity (2850 ft/sec) and zero degree obliquity. The entire crew compartment design shows the vendor has virtually eliminated all gaps.

Favorable: - Door overlaps are sufficient to prevent splash on the door seams, firewall design covers all of the firewall with armor of an adequate thickness to defeat the AK-47 (PS M1943) at muzzle velocity (2400 ft/sec) and zero degree obliquity. The entire crew compartment design shows the vendor has virtually eliminated all gaps.

Neither favorable nor unfavorable - Door overlaps are sufficient to prevent splash on the door seams. Firewall design covers top of the firewall, sides of firewall and bottom of the firewall with armor of an adequate thickness to defeat the AK-47 (PS M1943) at 80 percent

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of muzzle velocity (1900 ft/sec) and zero degree obliquity. The crew compartment design shows the vendor has virtually eliminated all gaps.

Unfavorable - High risk that gaps exist in door seams, firewall and other areas. The crew compartment design shows the vendor has likely not eliminated all gaps and may not meet contract requirements.

Very Unfavorable - Very high risk that gaps exist in door seams, firewall and other areas. The crew compartment design shows the vendor has clearly not eliminated all gaps and will not meet contract requirements.

c. Factor 2 Vehicle Performance and Integration.

1. Vehicle Performance and Integration.

The offeror's Armored Design/Technical Approach factor proposal will be evaluated to assess

- (a) the extent of after-armor vehicle performance which is offered to meet the requirements (required and desired) of RFP paragraph I.21, as well as
- (b) the credibility of the offeror's approach to achieve the proposed levels of performance, for the following requirements:
 - (1) Limited slip rear axle
 - (2) Run flat tires
 - (3) After armor payload capacity
 - (4) Acceleration
 - (5) Top Speed
 - (6) Braking

2. The assessment will also include an evaluation of the extent, and credibility, of the offeror's proposal to limit the after-armor impact related to vehicle performance and appearance, to meet the requirements of RFP paragraph I 21, for the following requirements:

- (a) Suspension and handling
 - (1) suspension system upgrades , attachment point, related infrastructure
 - (2) achieving balanced structural loads
- (b) Appearance (interior and exterior)
- (c) Interior environmental
 - (1) noise levels
 - (2) HVAC
 - (3) Lighting
 - (4) Sound Systems
- (d) Transparent armor (dark tint - closest to OEM)

3. Quality.

- (a) The Government will assess both the overall effectiveness of the offeror's proposed VIR to assure armored vehicles meet contract requirements and the extent quality processes contribute to and facilitate the delivery of a quality armored vehicle.
- (b) The Government will assess the extent the proposal provides minimal warranty coverage and any limitations of warranty coverage. The Government will assess extra credit to any additional warranty coverage.

d. Factor 3 - Experience: The Experience Factor will assess the probability that, based on the offeror's history of relevant/recent experience, the offeror will be successful. Highly relevant experience is considered to be experience with identical or highly comparable armored commercial vehicles, 1. expedited delivery of armored commercial vehicles, and 2. obtaining armoring certifications as required in the scope of work. To the extent the offeror's technical approach involves design activity, the Experience Element will also assess the extent of relevant/recent experience involving design.

K-26 Evaluation of Price Area:

a. The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness, realism and affordability of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk. Consideration of affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the superior proposal is at a price , which the government cannot afford. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved. The government has approximately \$1,600,000 to fund the award of the fifteen armored vehicles and \$200,000 to fund all transportation expenses. A proposal, which exceeds either amount, can be considered unaffordable.

b. The total evaluated price will be the total Prices for CLINS 0001, 0002, 0003, 0004, 0005, 0006 and 0007, as proposed, added

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together.

K-27 Past Performance The Area of Past Performance will be evaluated as follows:

- a. The assessment of Past Performance will be based on the offeror's and significant subcontractors' current and past records of contract performance, of contracts performed within the last 3 years, as it relates to the probability that the offeror will successfully accomplish the required effort. When addressing performance risk, the Government will focus its inquiry on the offeror's and major subcontractors' record of performance as related to program requirements including (1) technical, (2) delivery, and (3) business relations.
- b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating, which reflects elevated performance risk. Offerors without a record of relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk", which is neither favorable nor unfavorable.
- c. In evaluating each offeror's performance history, the Government will look at the offeror's delivery performance, and that of any significant subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.
- d. Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.
- e. A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal.

K-28 Small Business Participation Area. The Area of Small Business Participation will be evaluated as follows:

- a. The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, SDBs, WOSBs, HBCU/Mis and HUBZone SBs in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.
- b. The evaluation will include the following:
 - 1. the extent to which the proposal specifically identifies SBs, SDBs, WOSBs, HBCU/Mis HUBZone SBs, and the estimated dollar value of their participation, including the participation of the offeror, if it's a SB, SDB, WOSB, HBCU/Mis or HUBZone SB;
 - 2. the complexity of the items/services to be furnished by SBs, SDBs, WOSBs, HBCU/Mis and HUBZone SBs;
 - 3. the extent of participation of such concerns in terms of the value of the total subcontract amount; and
 - 4. An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:
 - (a) For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;
 - (b) For offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.
- c. Proposals will be evaluated most favorably, where the proposal credibly reflects subcontracting of at least 20% to small firms.

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Appendix A Vehicle Integration Matrix (1 Electronic/ 1 Paper copy)

Indicate in the format below (MS Excel preferred) what you are including in your proposal for each vehicle type. List brand or manufacturers name in the block where applicable. Provide short narrative description where applicable (e.g., Method of applying tint). Where more than 1 configuration is being offered within a vehicle type list the number of vehicles for each configuration (e.g. Limited slip rear axle: 3.73/#3, 3.55/#2) This matrix is a minimum format and should not be considered all inclusive. The offeror should add any additional items to the matrix that they believe may have been overlooked and should be considered in the proposal review.

Item	Included	Remarks (Yes/No/NA/Other/#)
Vehicle Configuration		
Vehicle Type:		
Body style:		
(1) SuperCrew Pickup:		
(2) Van:		
(3) Shuttle Bus:		
(4) SUV:		
Quantity:		
Model year:		
Four-wheel drive:		
Wheel base:		
Passenger seating:		
Vehicle manufactured for export		
(If so, specify Country or Region):		
(1) Engine:		
(2) Transmission:		
(3) Rear axle type:		
(4) Rear Axle ratio:		
a)3.73 (desired)		
b)3.55 (required)		
c)Other (specify)		
(5) Single Rear Tires:		
(4) Air conditioning (Front):		
(5) Air conditioning (Rear):		
(6) Tinted glass equal to the darkest tint offered by Ford:		
(7) Method of applying tint (explain):		
(8) Tailgate lock:		
(9) Heavy-duty suspension (specify):		
(10) Trailer towing package:		
(11) Heavy-duty electrical / cooling group:		
(12) Heavy-duty Auxiliary Battery:		
(13) Power windows and locks:		
(14) Paint/trim colors:		
(15) Additional Option Packages (List):		
(16) Metric Speedometer:		
Armor Package		
(1) Windows		
a) Operable Front Windows (left and right) (Required):		
b) 4 to 6 inch Front Window opening (Required):		
c) Positive window and motor stops at the fully open and closed positions:		
d) All other windows non-operable:		
(2) Explosion-proof/self sealing fuel tank (describe method):		
(3) Ballistic protection for the battery or a contractor-provided gel style battery (Describe):		
(4) Ballistic protection for the vehicle management system (engine computer) if located outside of passenger compartment (Describe):		
(5) Interior/exterior intercom system:		
(6) Anti-theft kill switch incorporated in a government chosen location:		
(7) Deactivation switch for all front-seat air bags (Describe)		
(8) Tailpipe screen/protection and a locking gas cap:		
(9) Installation of second protected battery (backup) or gel cell battery, with primary-secondary switch accessible to the vehicle operator (Describe):		
(10) Child protection locks on all passenger doors shall be disabled:		
(11) Airlift tie-down brackets:		

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- (12) Car jack, for changing tires, must accommodate the weight of the vehicle, after armoring:
- (13) Exterior door locks
 - a) hardened(Describe):
 - b) alternatively, vendor proposed second or backup system (Describe):.
- (14) Ram Bumper on the front:
- (15) Tempered Aluminum / Polycarbonate tonneau cover with lockout mechanism for all pick up trucks (Describe):
- (16) Armor Kit Maintenance Guide in English and Spanish:
- (17) Run-Flat Tires and run-flat spare:
 - a. Composite Run-Flat (CRF)(Required)(Specify):
 - b. on-off road tires at the appropriate load range (Required)(Specify):
 - c. Two piece aluminum wheel with a rubber run-flat incorporating a bead locking design (Desired) (Specify):

Warranty

- (1) Remaining manufacturers warranty assigned (Required)(Describe):
- (2) Additional automotive warranty offered (Desired)(Describe):
- (3) Armoring Warranty (Describe):
 - a) Opaque armor:
 - b) Transparent armor:
 - c) In-country service:

*** END OF NARRATIVE K 002 ***

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SECTION A - SUPPLEMENTAL INFORMATION

ADDED AS7311 52.204-4006 01-MAR-2001 TACOM-WARREN ELECTRONIC CONTRACTING
(TACOM)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF0044 52.247-44 01-APR-1984 F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION

SECTION I - CONTRACT CLAUSES

ADDED IF0109 52.229-3 01-JAN-1991 FEDERAL, STATE, AND LOCAL TAXES

ADDED IF0746 52.219-16 01-JAN-1999 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN

ADDED IF0420 52.232-29 01-OCT-1995 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS

ADDED IF0703 52.232-33 01-MAY-1999 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION

ADDED IF0930 52.247-54 01-MAR-1989 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS

ADDED IA0222 252.209-7004 01-MAR-1998 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal
Register 27 Mar 98

CHANGED IF6685 52.212-5 01-FEB-2001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

_____ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I to 52.219-5.

_____ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))

_____ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

_____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I of 52.219-23.

X (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246)

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).
- X (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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CHANGED IA6602 252.212-7001 01-DEC-2000 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of lay of Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7012 Preference for Certain Domestic Commodities.

☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)

☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (☐ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

☐ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(☐ Alternate I)
(☐ Alternate II)

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

CHANGED IS6051 52.242-4022 01-MAY-2000 DELIVERY SCHEDULE

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(TACOM)

(a) The following delivery schedule applies to this procurement:

- (1) Finish deliveries 50 days after the date of award,
- (2) You can accelerate delivery:
- (3) Delivery is defined as follows:

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-44 by the time specified. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

(b) See section K for submitting CONTRACTOR'S PROPOSED SCHEDULE:

[End of Clause]

ADDED	IF7686	52.212-4	01-MAR-2001	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
ADDED	IA7443	252.246-7000	01-DEC-1991	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	IA7622	252.204-7004	01-MAR-2000	REQUIRED CENTRAL CONTRACTOR REGISTRATION
ADDED	IS7088	52.223-4000 (TACOM)	01-SEP-1978	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS
ADDED	IS7857	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
ADDED	IS7272	52.247-4004 (TACOM)	01-FEB-1998	MARKING REQUIREMENTS FOR EXPORT SHIPMENT
ADDED	IS7004	52.204-4005 (TACOM)	01-MAY-2000	REQUIRED USE OF ELECTRONIC COMMERCE
ADDED	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7830	52.211-4047 (TACOM)	01-APR-2000	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

CHANGED	KS6423	52.232-4002 (TACOM)	01-OCT-1996	EVALUATION OF CONTRACT FINANCING TERMS--COMMERCIAL ITEM ACQUISITION
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(a) For purposes of this provision, the following definitions apply (see FAR 32.202-2 for more information):

(1) Delivery payment means payment for completed supplies or services that we have accepted.(2) Commercial financing refers to advance or interim payments, which are made prior to delivery of supplies or performance of services per this contract.

(b) TACOM will use the following evaluation factors to adjust offers received that either do or do not propose commercial financing terms (per FAR 52.232-31, located elsewhere in this solicitation).

(c) Offers that do not specify commercial financing terms that will apply to any resulting award will be read as proposing only delivery payment, and no other form of financing. We will not adjust such offers in any way per this provision, but will evaluate them at the offered price, subject only to other evaluation adjustments specified in this solicitation, if any.

(d) If we receive any offers that propose commercial financing terms, but do not provide all the information required by paragraph (d) of FAR 52.232-31, we will treat them as offers based only on delivery payments, and no other form of financing. Such offers will be evaluated per paragraph (c) of this provision.

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(e) If the successful offer was evaluated per paragraph (c) of this provision, any award to that offeror will be based only on delivery payment, and will not provide any commercial financing.

(f) Offers we receive that (i) propose commercial financing, and (ii) fully comply with FAR 52.232-31, will be adjusted upward for evaluation purposes, to reflect the cost of making payments early when commercial financing terms apply. This upward adjustment will--

(1) Be calculated by multiplying the amount of each proposed financing payment by the annual interest rate of -1-, and then multiplying the result by the number of years, or fractions of years, between the date of that financing payment and the date when the amount would have been paid as a delivery payment. This same calculation will be applied to all proposed financing payments, with the sum of the results being added to the offered price for evaluation purposes.

(2) Be calculated using the delivery dates specified in the Schedule of this acquisition, with respect to when invoices would be submitted if delivery payments applied.

(g) Sample calculation. To illustrate how we calculate the evaluation factor described in paragraph (f) immediately above, the following example assumes these facts:

Annual interest rate: 6.5%

Face value of proposal: \$5 million

Delivery due: 24 months after contract award

Three advance payments, each totaling \$1 million, to be made, one every six months starting six months after contract award.

Calculation of the evaluation factor that TACOM would add to the proposal, given these facts:

	Amount of Adjustment
First Advance Payment	
$\$1,000,000 * (.065) * (1.5)$	\$97,500
Second Advance Payment	
$\$1,000,000 * (.065) * (1.0)$	\$65,000
Third Advance Payment	
$\$1,000,000 * (.065) * (0.5)$	\$32,500
TOTAL EVALUATION ADJUSTMENT:	\$195,000
(Added to proposed price for evaluation purposes only)	

ADDED	KF7680	52.212-1	01-OCT-2000	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS
ADDED	KF7682	52.212-3	01-APR-2001	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
ADDED	KF7733	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	KF7422	52.232-31	01-OCT-1995	INVITATION TO PROPOSE FINANCING TERMS
ADDED	KA7601	252.212-7000	01-NOV-1995	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
ADDED	KS7418	52.233-4000 (TACOM)	01-MAY-2000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
ADDED	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
ADDED	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
ADDED	KS7044	52.246-4037 (TACOM)	01-OCT-1996	COMMERCIAL WARRANTY INFORMATION

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ADDED	KS7851	52.212-4851	01-MAR-2001	ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS
		(TACOM)		